

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA AND
THE GOVERNMENT OF MALAYSIA
ON THE ESTABLISHMENT OF
THE CHINA CULTURAL CENTRE IN MALAYSIA**

The Government of the People's Republic of China as represented by the Ministry of Culture of the People's Republic of China and The Government of Malaysia as represented by the Ministry of Tourism and Culture Malaysia (hereinafter referred to singularly as "the Party" and collectively as "the Parties"),

Desiring to strengthen the friendship existing between the two countries and further develop their cultural exchanges and cultural cooperation in order to further promote the cultural and people-to-people exchange;

Enhancing the mutual understanding and friendship of their peoples on the basis of the Agreement on Cultural Cooperation between the Government of the People's Republic of China and the Government of Malaysia signed in Kuala Lumpur on 23 November 1999, the Government of the People's Republic of China and the Government of Malaysia have agreed, through mutual consultations for the establishment of the China Cultural Centre in Malaysia based on the laws, rules, regulations and national policies of Malaysia,

Have agreed as follows:

**ARTICLE 1
OBJECTIVE**

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each country, agree to strengthen, promote and develop cultural cooperation between the two countries on the basis of equality and mutual benefit.

**ARTICLE 2
ESTABLISHMENT OF THE CHINA CULTURAL CENTRE**

1. The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies in force in Malaysia, agree to the establishment of the China Cultural Centre in Malaysia.

2. The establishment of the China Cultural Centre in Malaysia would enhance the bilateral cultural and art exchanges and relations by presenting to the general public a one-stop entity, catering to the needs of Chinese language learning, arts training, cultural activities showcasing cultural heritages of China and its relations with that of Malaysia at one premise.

3. The China Cultural Centre in Malaysia shall provide quality and publicly accessible cultural programs through friendly collaboration and the participation of third parties in accordance with Article 5 of this Memorandum of Understanding.

**ARTICLE 3
IMPLEMENTATION**

The Parties agree that the establishment and operation of the China Cultural Centre in Malaysia shall be subject to any subsequent arrangements on terms and conditions to be mutually agreed upon by the Parties. The Government of the People's Republic of China shall abide by the laws, rules, regulations and national policies of Malaysia in establishing and operating the China Cultural Centre in Malaysia. The Parties shall agree on the terms of the establishment and operation of the China Cultural Centre in Malaysia through consultations after the signing of this Memorandum of Understanding.

**ARTICLE 4
FINANCIAL ARRANGEMENTS**

The financial arrangements to cover the expenses of the establishment and operation of the China Cultural Centre in Malaysia shall be solely borne by the Government of the People's Republic of China without any implication of cost to the Government of Malaysia.

**ARTICLE 5
PARTICIPATION OF THIRD PARTY**

Either Party may invite through friendly collaboration the participation of a third party in the establishment and operation of the China Cultural Centre in Malaysia under this Memorandum of Understanding upon the agreement of the other Party. In carrying out such establishment and operation of the China Cultural Centre in Malaysia, the Parties shall ensure that the third party shall comply with the provisions of this Memorandum of Understanding.

**ARTICLE 6
CONFIDENTIALITY**

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Party for the establishment of this China Cultural Centre in Malaysia during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.

2. Both Parties agree that the provisions of this Article shall survive the expiry or termination of this Memorandum of Understanding.

**ARTICLE 7
SETTLEMENT OF DISPUTES**

Any differences or disputes between the Parties arising from the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultations and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

**ARTICLE 8
REVISION, MODIFICATION AND AMENDMENT**

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.

In Witness Whereof, the undersigned being duly authorised thereto by their respective Governments, have signed this Memorandum of Understanding.

Done at *Putrajaya* on this *23rd* day of *November* in the year 2015 in four (4) original texts, two (2) each in Chinese and English languages, all texts being equally authentic.

In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

**FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA**



**FOR THE GOVERNMENT OF
MALAYSIA**

